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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DENNIS HART AND RON MILLER,) Case No.: C 07-05845 MMC
Plaintiffs,) JOINT CASE MANAGEMENT
v.) STATEMENT AND PROPOSED ORDER
CITY OF ALAMEDA,) Date: March 7, 2008
Defendant.) Time: 10:30 a.m.
) Courtroom: 7
) Judge: Hon. Maxine Chesney
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The parties to the above-entitled action jointly submit this Case Management Statement and Proposed Order and request the Court to adopt it as its Case Management Order in this case.

1. Jurisdiction and Service: The basis for the court's subject matter jurisdiction is 29 U.S.C. Sec. 201 et seq. No issues exist regarding personal jurisdiction or venue. No parties remain to be served.

JOINT CASE MANAGEMENT STATEMENT AND PROPOSED ORDER

1 2. Facts:

2 a. Plaintiff's version

3 The Plaintiffs and all consenting parties are or were members of the Alameda
4 Police Officers Association, which is the duly recognized employee organization
5 representing the non-exempt, rank-and-file employees of the City of Alameda's
6 Police Department. The terms and conditions of employment for the police
7 officers and sergeants represented by the Association are set forth in a binding
8 collective bargaining agreement, which includes an established forty (40) hour
9 work period with paid leave time counting as hours worked. Plaintiffs and all
10 consenting parties contend that the City has failed to properly calculate the
11 "regular rate" of pay for overtime compensation, as that term is defined by
12 Section 207(e) of the Fair Labor Standards Act, because the overtime rate fails to
13 include the following specialty and premium pays: bilingual pay, call back pay,
14 court time pay, field training officer pay, holiday-in-lieu pay, canine pay, and
15 stand-by pay.

16 b. Defendant's version

17 Defendant asserts that its pay practices are in compliance with the FLSA.
18 Defendant established a work period of 28 days. The exemption of 29 U.S.C.
19 Sec. 207(k) applies.

20 3. Legal Issues:

21 Whether Defendant City of Alameda violated FLSA, and if so whether Plaintiffs are
22 entitled to liquidated damages and an extension of the statute of limitations.

23 4. Motions: There are no prior motions. The parties anticipate bringing cross-motions for
24 summary judgment and/or adjudication of issues.

25 5. Amendment of Pleadings: Plaintiffs anticipate amending the pleadings to include the
26 non-sworn members of the Police Department who are also represented by the Alameda Police
27 Officers Association.

28 6. Evidence Preservation: The City is retaining discoverable emails, voicemails, or other
29 electronically recorded material.

2 7. Disclosures: Plaintiffs and Defendant both anticipate making the required initial
3 disclosures in accordance with this Court's Case Management Order.

1 8. Discovery: After receiving and reviewing the required initial disclosures, the parties
2 anticipate propounding written discovery, including interrogatories, document production
3 requests and requests for admissions. The parties anticipate taking the depositions of three
4 Defendant witnesses and two or more Plaintiff witnesses.

5 9. Class Actions: N/A.

6 10. Related Cases: None.

7 11. Relief: Plaintiffs seek unpaid back wages, liquidated damages, an extension of the
statute of limitations, and attorney fees.

8 12. Settlement and ADR: There has been no ADR to date. The parties are willing to
9 participate in court mediation.

10 13. Consent to Magistrate Judge for All Purposes: The parties do not consent.

11 14. Other References: The case is not suitable for reference to binding arbitration, a special
12 master, or Judicial Panel on Multidistrict Litigation.

13 15. Narrowing of Issues: It may be possible to decide a legal issue by a dispositive motion.

14 16. Expedited Schedule: This is the type of case that cannot be handled on an expedited
15 basis with streamlined procedures.

16 17. Scheduling: Plaintiff recommends that discovery be bifurcated into pre-ADR and post-
17 ADR discovery, with Pre-ADR Discovery as follows:

- 18 a. Document exchanges pursuant to the initial disclosures requirements;
- 19 b. One set each of interrogatories, document production requests, and/or requests for
admissions per party; and
- 20 c. Limited depositions of three key witnesses for each party.

21 The parties anticipate that a post-ADR discovery plan consisting of that which is
22 necessary to pursue either summary judgment and/or trial be discussed and proposed only if the
23 alternative dispute process is unsuccessful. The plan will include a proposed date for designation
24 of experts, discovery cutoff, hearing of dispositive motions, and pretrial conference and trial.

25 18. Trial: The case will be tried to a jury. The parties both estimate that this matter will last
26 two trial days.

27 19. Disclosure of Non-party Interested Entities or Persons: The Alameda Police Officers
Association.

28 20. Other Matters: None at this time.

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2 Date: February 28, 2008
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/s/
Attorney for Plaintiffs

4 Date: February 28, 2008
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/s/
Attorney for Defendant

6 CASE MANAGEMENT ORDER
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8 The Case Management Statement and Proposed Order is hereby adopted by the Court as the
9 Case Management Order for the case and the parties are ordered to comply with this Order.

10 In addition the Court orders:
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Date: _____
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MAXINE CHESNEY
United States District Court Judge
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